

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION TO APPROVE STANDARDIZED INTERPRETER SERVICES AGREEMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

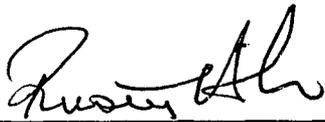
WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and

WHEREAS, an arrangement has been proposed by which various consultants for interpreter services may work with various County offices, and a standard agreement governing such an arrangement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the standardized Interpreter Services Agreement is hereby approved.

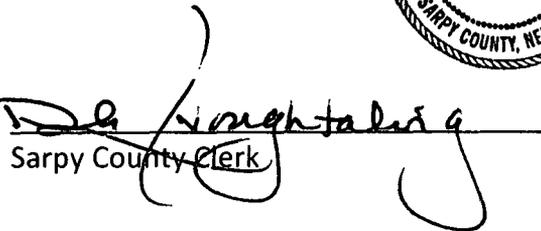
BE IT FURTHER RESOLVED that the Chair, and Clerk are hereby authorized to execute such form agreements with various parties, under the terms and conditions stated therein.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 6<sup>th</sup> day of March, 2012.



Sarpy County Board Chairman

ATTEST:



Sarpy County Clerk

## AGREEMENT

This Agreement is entered on \_\_\_\_\_ by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and \_\_\_\_\_ hereinafter "Consultant".

WHEREAS, Consultant has the required qualifications and experience to provide interpreter services;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Consultant agree as follows:

### I. DUTIES OF CONSULTANT

- A. Facilitate interpreter services with the County to assist non-English speaking persons.
- B. To translate written correspondence and documents along with verbal communication for the County from English to the native language, as requested by the County.
- C. Work in collaboration with the County to provide confidential information regarding persons as requested by the County.
- D. Consultant will be accountable/report to a designated County representative and will not commence work until notice has been received from the County.
- E. Interpreter and translation services will be provided in the following language(s):  
  
\_\_\_\_\_

### II. DUTIES OF COUNTY

- A. Sarpy County will be responsible for providing records and information requested by the Consultant pertinent to the services provide. County will provide office space for meetings and phone calls.
- B. Compensation for services described above shall be invoiced at \$40.00 an hour for court certified interpreters and \$30 an hour for non-certified interpreters. County will pay for one (1) full hour for each visit to the County and thereafter will pay in increments of fifteen (15) minutes. Invoices shall be submitted no more frequently than every thirty (30) days and shall be due and payable within thirty (30) days of receipt. If the County objects to all or any portion of an invoice, the County shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the invoice, if any, not in dispute. The remainder shall be paid upon resolution of the dispute.

Invoices shall be submitted on a form as provided in Attachment A.

III. TERM

The agreement will be for a one (1) year period commencing upon execution of this agreement and will automatically renew for one (1) year periods unless written notice is provided within thirty (30) days of the expiration.

IV. ASSIGNMENT

The Consultant may not assign this agreement without prior written consent of the County.

V. INDEPENDENT CONTRACTOR

The Consultant shall in the performance of the agreement at all times be an independent contractor and not an employee or agent of the County. The Consultant, its officers, employees and agents shall at no time represent the Consultant to be other than an independent contractor or represent themselves to be other than employees of the Consultant.

VI. TERMINATION

Either party may terminate the agreement for any reason with thirty (30) days written notice to the other.

VII. NON-DISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Consultant declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

VIII. CONFLICT OF INTEREST

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly

interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

IX. BREACH

Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Consultant in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

X. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

XI. IDEMNIFICATION

The Consultant shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Consultant or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this agreement.

XII. PROFESSIONAL LIABILITY INSURANCE

In order to cover the services rendered by Consultant under this Agreement, Consultant shall provide and maintain professional liability insurance coverage with the total limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage per year (Professional Liability Insurance), and Consultant will provide a certificate of such Professional Liability Insurance to Sarpy County prior to commencement of work.

XIII. RESIDENCY VERIFICATION

The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new

employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

XIV. SCOPE OF AGREEMENT

This agreement, along with Attachment "A", respectively, contains the entire Agreement between the County and Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. This agreement supersedes any other previous agreement. This agreement cannot be amended except by written agreement of both the County and Consultant. Notice to the County and Consultant shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (email)

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

  
\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

\_\_\_\_\_  
Consultant

Approved as to form and content:

\_\_\_\_\_  
Deputy County Attorney



# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349

Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164

Beth Garber, Senior Buyer/Contract Administrator  
(402) 593-4476

Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Standard Agreement for Interpreter Services

Attached is the proposed standard agreement for interpreter services. The standard agreement will ensure the County has appropriate insurance on file and will assist in maintaining an accurate list of interpreters within used by County offices. The attached resolution will authorize the Chairman of the Board of Commissioners to sign agreements without the actual agreement going before the Board. This has been used with other agreements (i.e. Information Systems Agreements and Solid Waste Management Agreements) and is very effective.

If you have any questions, please feel free to contact me at [bgarber@sarpy.com](mailto:bgarber@sarpy.com).

February 26, 2012

Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Brian Hanson  
Scott Bovick